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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY OM OILS AND OILSEEDS EXCHANGE LIMITED, DELHI

The approval of the Secretary, Forward Markets Commission under Sub-section 1 of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification S.O. 1162 dated the 4th May 1960, has been obtained to the following amendment made to the Bye-laws of the Om Oils and Oilseeds Exchange Ltd., Delhi, the same having been previously placed on the Notice Board of the Exchange pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENT

In place of the existing Bye-law 251(b) the following Bye-law shall be substituted, namely :—

"251(b) The unit of price quotation of Groundnut Oil Hedge Contract shall be 10 kg. (Oil in loose form)".

R. P. BANSAL

Secretary
Om Oils & Oilseeds Exchange Ltd.
Delhi

Dated the 14th October 1964.

THE PEPPER & GINGER MERCHANTS' ASSOCIATION LIMITED

Bombay-9, the 3rd October 1964

NOTIFICATION BY THE PEPPER & GINGER MERCHANTS' ASSOCIATION LIMITED

The approval of the Secretary, Forward Markets Commission, under Sub-section 1 of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. 1162, dated the 4th May 1960 has been obtained to the following amendments made to the Bye-laws of the Pepper & Ginger Merchants' Association Ltd., Bombay, the same having been previously placed on the Notice Board of the Association pursuant to Sec-

tion 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

Bye-law 209A shall be substituted by the following bye-law, namely :—

1. "209A (i). No member shall enter into forward contracts in pepper either on his own account or on account of any other person (member or non-member) with a non-member who is not registered with the Association in accordance with the procedure laid down by the Board with the prior approval of the Forward Markets Commission.

(ii). A person who is registered with the Association as in (i) above, may be liable to be fined and to cancellation of his registration for any breach of the conditions of registration on his part. The outstanding business in excess of the limit, if any prescribed under these bye-laws may be closed out in accordance with the terms of closure fixed by the Board, if not reduced by the person concerned to the prescribed limit within seven days from the date of fixation of such limits or within such period as may be extended by the Board with the approval of the Forward Markets Commission."

2. Bye-law 209B shall be deleted.

3. In bye-law 210(a) :

For the words "trading by members or, upon the open position of or controlled by members" the following words shall be substituted, namely :—

"trading by members or by registered non-members or upon the open position of members or controlled by members or upon the open position of registered non-members or controlled by registered non-members."

D. N. SHAH

Secretary
The Pepper & Ginger Merchants' Asscn. Ltd.
Bombay

Bombay,

Dated the 3rd October 1964.

NOTIFICATION BY THE ALLEPPEY OIL MILLERS' AND MERCHANTS' ASSOCIATION, ALLEPPEY

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification No. S.O. 1162 dated the 4th May, 1960 has been obtained to the following amendments made to the Bye-laws of the Alleppey Oil Millers' & Merchants' Association, Alleppey, the same having been previously placed on the Notice Board of the Association pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

1. In by-law 80A, for the words "trading by a member and/or each of his clients or upon the open position of or controlled by a member and/or each of his clients" the following words shall be substituted, namely :—

"trading by a member or by a registered non-member or upon the open position of a member or controlled by a member or upon the open position of a registered non-member or controlled by a registered non-member".

2. For Bye-law 339 A and B the following shall be substituted, namely :—

"339 A. No member of the Association shall trade in forward contracts in Coconut oil and/or Pepper either on his own account or on account of any other person (member or non-member) with a non-member who is not registered with the Association in accordance with the procedure laid down by the Board with the prior approval of the Forward Markets Commission.

B. A person who is registered with the Association as in A above, may be liable to be fined and to cancellation of his registration for any breach of the conditions of registration on his part. The outstanding business in excess of the limit prescribed under the bye-laws may be closed out in accordance with the terms of closure fixed by the Board, if not reduced by the person concerned to the prescribed limit within seven days or within such period as may be extended by the Board with the approval of the Forward Markets Commission."

R. PADMANABHAN

*Secretary
The Alleppey Oil Millers' & Merchants'
Association, Alleppey*

Place : Alleppey.

Date : 23rd November 1964.

NOTIFICATION BY THE ALLEPPEY OIL MILLERS' AND MERCHANTS' ASSOCIATION, ALLEPPEY

The approval of the Secretary, Forward Markets Commission under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. 1162 dated the 4th May, 1960, has been obtained to the following amendments made to the Bye-laws of the Alleppey Oil Millers' & Merchants' Association, Alleppey.

AMENDMENTS

In the said Bye-laws :

1. In Bye-law 1 :

(a) In clause x, for the words "Coconutoil, Copra and/or Coconut Oilcake" the following shall be substituted, namely :—

"authorised goods"

(b) In clause xvi, for the words "Coconut oil or any other authorised commodity" the following shall be substituted, namely :—

"authorised goods"

(c) In clause xx, for the words "Coconut oil" the following shall be substituted, namely :—

"authorised goods"

(d) In clause xxi, between the words "Coconut oil," and "Copra" the following shall be inserted, namely :—

"Pepper,"

(e) In clause xxv, after the words "Chapter VII A" the following shall be inserted to close the clause, namely :—

"and Bye-laws 348 to 350 of Chapter XXVI"

(f) In clause xxvi, after sub-clause (d) the following shall be added as sub-clause (e), namely :—

"(c) 'PEPPER' means Garbled Malabar Black Pepper, well dried and free from mould or oil-wash, and not containing more than 2% light or hollow Pepper and 1% extraneous matter (such as bran, chaff, stalks, stones, etc.)

(g) In clause xxvii, the following shall be inserted :—

(i) between the words "Coconut oil," and "Copra" wherever they occur, namely :—
"Pepper,"

(ii) In the same clause, at the close of sub-clause (b) the following shall be added, namely :—

"after adjusting any mutual allowances".

(h) In clause xxviii, the following shall be inserted between the words "Coconut oil," and "Copra" wherever they occur, namely :—

"Pepper,"

(i) For clause xxxi, the following shall be substituted, namely :—

"(a) 'ONE KILOGRAM' shall be equal to 2.20462 pounds.

(b) 'ONE QUINTAL' shall mean 100 Kilograms net.

(c) 'ONE TONNE' shall mean 10 Quintals or 1000 Kilograms net."

(j) For clause xxxii, the following shall be substituted, namely :—

"(i) '100 KILOGRAMS'/'1 QUINTAL' shall be the unit of price quotation for Coconut oil and/or Pepper.

(ii) '3000 KILOGRAMS'/'30 QUINTALS' shall be the unit of trading in hedge contracts for Coconut oil.

(iii) '2500 KILOGRAMS'/'25 QUINTALS' shall be the unit of trading in hedge contracts for Pepper."

(k) For clause xxxiii, the following shall be substituted, namely :—

"(i) 'GOODS' mean Coconut oil, Pepper, Copra and/or Coconut Oilcake.

(ii) 'AUTHORISED GOODS' mean Coconut oil or Pepper for the time being.

(iii) 'GODOWN' means a structure having a plinth roof and continuous external walls and includes any other structure approved in this behalf by the Managing Committee.

(l) In clause xxxvi, for the words "Coconut oil, Copra, Coconut oilcake etc." the following shall be substituted, namely :—

"authorised goods"

2. In bye-law 28D, for the figures and word "101 and 198" the following shall be substituted, namely :—

"101, 198 and 348(ii)"

3. In bye-law 80, for the words "at Alleppey" at the close, the following shall be substituted, namely :—

"in respect of Coconut oil"

4. In bye-law 80A, for the words "in bye-laws 78A and 80 above" in the opening sentence, the following shall be substituted, namely :—

"in these bye-laws"

5. In bye-law 82, for the figures and words "80B and 81" the following shall be substituted, namely :—

"80B, 81 and 351"

6. In bye-law 83, for the figures and word "80 and 81" the following shall be substituted, namely :—

"80, 81 and 351"

6.A. In bye-law 88, after the words "Coconut oil" and before the words "and books of accounts" the following words shall be inserted, namely :—

"and Pepper"

7. In bye-law 127, for the words and figures "in bye-law 125" the following shall be substituted, namely :—

"in bye-laws 125 and 357"

8. In bye-law 139, for the words "Delivery orders the deliveries in respect of" the following shall be substituted, namely :—

"deliveries under Delivery orders"

9. In bye-law 167, for the words "in Coconut oil" the following shall be substituted, namely :—

"authorised goods"

10. Bye-law 169(a) shall be renumbered as Bye-law 169A(a).

11. In bye-law 169(a) after the words "per quintal" the following shall be inserted before closing the sentence namely :—

"for Coconut oil"

12. In bye-law 176 (c) (iii) for the words and figures "bye-law 78A" the following shall be substituted, namely :—

"Bye-laws 78A and 351"

13. For the words "Coconut oil" in bye-law 202, the following shall be substituted, namely :—

"authorised goods"

14. Proviso to Bye-law 224 shall be deleted.

15. In bye-law 321, for the words "Coconut oil" wherever they may appear in the said bye-law, the following shall be substituted, namely :—

"authorised goods"

16. In bye-law 330, for the words "Coconut oil, Copra or oilcake" the following shall be substituted, namely :—

"goods as defined in clause xxxiii(i) of bye-law 1 of the bye-laws"

17. For bye-law 332, the following shall be substituted, namely :—

"332. The fees for registration as a broker shall be Rs. 25 per annum or at such other rates as may be decided by the Managing Committee with the prior approval of the Forward Markets Commission. Brokers shall get their registration renewed every year on payment of a renewal fee of Rs. 25 before negotiating business in any year."

18. In bye-law 336(i) after "Coconut oilcake per quintal—5 nP" the following shall be inserted, namely :—

"Pepper per quintal—25 nP".

19. Present bye-law 346 shall be deleted.

20. After Chapter XXV, the following bye-laws Nos. from 346 to 382 shall be given as "ADDITIONAL BYE-LAWS FOR HEDGE CONTRACTS FOR PEPPER" under a separate Chapter "CHAPTER XXVI".

346. Bye-laws of the Association as are in force at present or as may be enforced from time to time shall apply in all matters connected with hedge contracts in Pepper as well in so far as these matters are not dealt with in the additional bye-laws and/or are not repugnant to the additional bye-laws hereunder.

347 (i) A member who has paid a trading deposit of Rs. 500 under Article 11 of the Articles of Association shall have the right to trade either in Pepper or in Coconut oil in accordance with the provisions of the relevant bye-laws.

(ii) An option exercised either in favour of Coconut oil or in Pepper, once exercised under the above clause, shall not be changed before the expiry of at least one

year. Any change in the option shall be done with the approval of the Managing Committee or the Business Committee if the latter has been so authorised by the Managing Committee.

(iii) It shall be open to a member to trade both in Coconut oil and in Pepper by paying an additional deposit of Rs. 500. Such additional deposit shall not be withdrawn before the expiry of one year from the date of deposit. The additional deposit shall not bear any interest.

348. (i) For purposes of trading in Hedge contracts in Pepper, there shall be eight contracts in a year, the delivery months of which shall be January, February, March, May, July, August, October and December. Trading shall commence for the respective contracts as under :—

Commencement month	—	Contract month
January		March
February	—	May
March	—	July
May		August
July	—	October
August	—	December
October	—	January
December	—	February

(ii) The Managing Committee shall fix the date of commencement of trading in a particular contract with the prior approval of the Forward Markets Commission and no person shall enter into a contract before such commencement has been sanctioned.

(iii) The Managing Committee with the concurrence of the Forward Markets Commission may, permit trading in Hedge contracts in a manner otherwise than is provided hereabove.

349. (a) The trading period shall be from the 16th of the commencing month up to the 15th of the contract month. The delivery period shall be from the 16th to the 25th of the relevant contract month. Every such contract shall cease on the 15th of the delivery month provided however that if the 15th be a holiday the contract shall cease or be deemed to have ceased on the immediate preceding working day. E.g. Transactions in March contracts may be commenced on the 16th January and will cease on 15th March. On and after 16th March, business shall not be done in March deliveries.

(b) If the 15th or the previous working day be declared a holiday without prior notice, then the President/Vice-President in consultation with the Rates Committee shall have authority to fix the delivery order rate where so required.

350. All hedge contracts in Garbled Malabar Black Pepper shall be for units of 25 quintals or in multiples thereof, packed in Double New B. Twill or D.W. new gunnies, at the sellers' option, containing 63.503 Kg. net per bag and all prices shall be ex-seller's godown at Alleppey and shall be exclusive of Sales-tax, Purchase-tax and/or any other turnover tax. Taxes, if and where payable shall be borne by the buyer.

351. (i) Any member entering into Hedge contracts shall pay in advance at the beginning of the day a margin deposit at the rate of Rs. 20 per quintal calculated against his anticipated net open position at the close of the day subject to bye-law below, provided also that his aggregate turnover does not exceed twice the quantity covered by his margin deposit at the rate of Rs. 20 per quintal or at such rate as set forth in clause (ii) hereunder.

(ii) Margin deposit calculated against the net open position shall be paid as under :

Upto 500 quintals—Rs. 20 per quintal
501 to 1000 quintals—Rs. 25 per quintal
1001 to 2000 quintals—Rs. 30 per quintal
Over 2000 quintals—Rs. 40 per quintal

(iii) If the net open position of a member is in excess of the quantity covered by the quantum of the deposit amount paid by the member or if the turnover is more than twice the quantity covered by the margin amount, the member shall be required to pay the balance of margin before the close of the market on the same day. If such excess trading is noticed more than once during a week appropriate action shall be

taken against such member, as provided under these bye-laws.

352. No forward contract entered into under these bye-laws shall be cancelled by any one of the parties thereto.

353. No hedge contract in Pepper shall be entered into :

- (i) between members who are not entitled to enter into such contracts under the Articles and the bye-laws of the Association,
- (ii) between a person who is not a member of the Association and a member who is not entitled to enter into such contracts under the Articles of Association and the bye-laws,
- (iii) between persons who are not members of the Association, through a member of the Association who is not entitled to enter into such contracts under the Articles and bye-laws of the Association.

354. Every delivery order shall be issued for lots of 25 quintals and the same shall be issued at the immediately preceding clearing rate. The parties issuing delivery orders shall receive or pay through the Clearing House the difference between the rate of the preceding clearing and the rate of the transactions effected after such clearing.

355. Delivery orders shall be passed on between members and members only. But the members themselves or their agents shall be entitled to take or give delivery of the goods covered by such delivery order.

356. The seller shall issue delivery orders for such goods as are lying in the godown belonging to him or his agent within the Municipal limits of Alleppey and such other delivery points as may be provided under the bye-laws relating to the same.

357. Along with the statement of differences, the sellers shall send signed Delivery orders for the quantity outstanding in their name and every such delivery order shall be for unit of 25 quintals.

358. A member who has to take delivery shall on receipt of the delivery order from the Association, arrange forthwith to take delivery from the seller. If the buyer or his representative calls with the delivery order and asks either for inspection or for delivery of the goods, the member issuing the delivery order shall have to show and deliver the goods. Goods tendered against one delivery order cannot be tendered again against any other Delivery order.

359. (a) The seller shall deliver the quantity covered by his delivery order between the 16th and 25th day of the month, provided the deliveries are commenced not later than the 16th, or if the 16th is a holiday, on the next working day, and the buyers shall be prepared to accept delivery on the above terms.

(b) In the event of the seller effecting delivery from any other godown than his own, he shall be bound to give notice in writing to the buyer before 24 hours of such arrangement for delivery, a copy of which notice shall be sent to the Association by the seller.

(c) If the goods are not taken delivery of as mentioned in these bye-laws, the seller shall be entitled to and the buyer liable to pay godown rent at the rate of 25 nP per week for each quintal of Pepper.

360. (a) Any member not complying with any of the provisions of bye-laws 354 to 359 shall be declared a defaulter so far as it relates to the transactions covered by such delivery orders. The Secretary, or any other member of the Managing Committee nominated by him shall thereupon buy-in or sell-out in the open market or square up the contracts at the market rate, at the option of the member who desires to give or take delivery, on account and risk of the defaulting member, and all liability for damages occasioned thereby shall be of the defaulting member concerned. In addition the defaulting member shall pay to the Association penalty at such rate as may be decided by the Managing Committee from time to time.

360. (b) Every member making offers at a buying-in or selling-out contract shall deposit with the Association an earnest deposit of Rs. 20 per quintal in respect of Pepper for which the offer is made. This will be

refunded to the members whose offers are not accepted. In the case of others, the earnest deposit will be refunded after completion of the delivery of the goods sold-out or bought-in. The Managing Committee shall have the authority to vary the rate of earnest deposit from time to time, subject to the approval of the Forward Markets Commission.

361. A member desiring to tender goods against hedge contracts shall send into the Clearing House not later than 1 P.M. on any tender day and 1-30 P.M. on the due date particulars of his tender on the Clearing House Delivery Forms.

(a) In Form A the following particulars shall be mentioned :—

1. The rate of the settlement.
2. The quality and quantity of the goods to be tendered.
3. The name of the member issuing the delivery order and his buyer.

(b) In Form B the following particulars shall be mentioned :

1. The rate of settlement.
2. The address of the godown where the goods are kept.
3. The quality and quantity of the goods to be tendered.
4. The name of the macadam.

362. Should a member make a mistake or mistakes in his forms submitted to the Clearing House and discover the same whilst the work of passing on Delivery orders is in progress, the Clearing House shall permit him to rectify the same by amending his form on payment of a penalty of Rs. 2. If such member subsequently discovers that he has made a further mistake or mistakes in his form, he may call at the Clearing House again and the Clearing House shall permit him to rectify the same on payment of a further penalty of Rs. 2 per mistake.

363. Should a mistake or mistakes in the forms be discovered by the Clearing House, the Secretary shall immediately notify the member concerned about the same and the member shall be permitted to amend the forms on payment of a penalty of Rs. 2 per mistake. If the member fails to amend the forms within three hours of his being notified, the Secretary shall amend the same at the cost of the member concerned and the Delivery orders shall be passed on accordingly.

364. Where a seller's Delivery orders are held by more than one person, the seller shall have the option of delivering the goods in the order in which he chooses, and he shall advise the party to whom he proposes to give delivery, to take delivery of the goods against his delivery orders on a particular day. If the buyer so notified fails to take delivery of the goods before close of business on the day succeeding the day fixed by the seller, he shall be deemed to have defaulted in taking delivery. The seller shall thereupon be entitled to have the defaulted quantity of the goods sold out against such defaulting member as provided in these bye-laws.

365. If the seller fails to give delivery of the goods in terms of the Delivery orders issued by him as from the 16th of the month as here-in-before provided, the seller shall be deemed to have defaulted, after close of business on the day succeeding the date fixed for commencement of delivery, in respect of the defaulted quantity, and the buyer shall be entitled to have the defaulted quantity bought-in as provided in these bye-laws.

366. On the goods being tendered, the seller shall arrange to bulk 10% thereof selected by the buyer for inspection provided however the seller shall, if the buyer demands, agmark the goods at the buyer's expense.

367. Complaints regarding non-receipt of Delivery orders or issue of Delivery orders without goods should be made in writing to the Managing Committee within 24 hours of the time fixed for receipt of Delivery orders, or the receipt of Delivery orders as the case may be. The Secretary shall then make the neces-

sary enquiries and if the complaint proves to be substantiated, the seller shall be bound to such penalties as the Managing Committee may prescribe from time to time.

368. The minimum fluctuation rate in respect of Pepper shall not be quoted at less than 50 nP. per quintal.

369. There shall be a special clearing in a hedge contract whenever the market registers a fall or rise in prices by Rs. 6 or more per quintal from the previous settlement rate or whenever the total fluctuations in the price of the contract amount to Rs. 6 or more per quintal. Settlement of differences due on outstanding contracts and of other liabilities shall be made through the Clearing House on days which shall be fixed by the Managing Committee. Notwithstanding anything said above, the Managing Committee shall have authority to order special clearing on such other basis as may be decided by it with the concurrence of the Forward Markets Commission.

370. The Managing Committee or any Sub-committee authorised in this behalf by the Managing Committee shall each year, immediately after its re-constitution appoint separate Departmental and other committees such as Clearing House Committee, Ring Committee, Rates Committee and Vigilance Committee the constitution and duties of which shall be as provided for under these bye-laws in respect of Coconut oil.

371. The Managing Committee or any Sub-committee authorised in this behalf by the Managing Committee shall also appoint each year immediately after its re-constitution separate Panels of Arbitrators and Surveyors subject to the same conditions of appointment etc. as in respect of Coconut oil contained in the bye-laws hereabove.

372. The Managing Committee shall appoint every year, an Appellate Tribunal consisting of three members of the Managing Committee for deciding appeals, who shall form a quorum and who shall hear and decide appeals.

373. Fees for survey shall be Rs. 2 per Metric Tonne with a minimum of Rs. 25 and a maximum of Rs. 150 and every requisition for survey shall be accompanied by a remittance of the requisite fees calculated on the above basis.

374. Apportionment of survey fees shall be as shown hereunder :

- (i) Where the minimum fees are collected :
 - (a) In case of award by only two surveyors each surveyor and the Association shall be paid on the proportion of 3 : 3 : 4.
 - (b) In case of award by 2 surveyors and an umpire, each surveyor, the Umpire and the Association shall be paid on the proportion of 3 : 3 : 3 : 1.
- (ii) Where sums above the minimum are collected :
 - (a) In case of award by two surveyors only, on the proportion of 3 : 3 : 4 and
 - (b) if more than two surveyors conduct the survey, 10% of the fees shall be credited towards the funds of the Association and the balance shall be divided equally among the surveyors and the Umpire.

375. The seller shall pay to the buyer on account of rejected goods and unreplaced goods, difference between the rate of Delivery order and the rate of the due date and shall also pay a penalty at the rate of Rs. 5/- per Metric Tonne. The seller however, shall not be entitled to receive from the buyer the difference between the rate of delivery order and the rate of Due Date, if the same is in his (Seller's) favour, but he shall have to pay to the buyer the above penalty.

376. The up-country centres at which delivery of Pepper is permitted will be as per schedule hereunder. The seller shall pay to the buyer, for such up-country deliveries, freight charges from the place of delivery to the trading centre from where the delivery orders were issued and such other expenses as may be fixed by the Managing Committee from time to time with the prior approval of the Forward Markets Commission.

Schedule

Cochin

Calicut

377. The seller shall not issue a Delivery order at a place, where there is a ban against movement of goods from such by any person in authority at the time of issuing such delivery order. The seller shall at his cost, give the buyer permit wherever such permit is necessary for movement of goods from that place. If the seller is unable to supply such permit to the buyer, he shall pay to the buyer an allowance at the rate of Rs. 10/- per quintal over and above the permit fee payable at the time of issuing the Delivery order.

378. The seller shall give delivery of the goods at such up-country centre from a godown or a place having roof over it. The seller cannot give delivery of the goods which are lying in an open space or a compound without a roof over it. The buyer shall take delivery of the goods in an up-country centre within 10 days from the date of receipt of Delivery order or the last day of the vaida period whichever is earlier.

379. The buyer shall deposit an amount equivalent to 12½% of the value of the goods, in the office of the Association before he is handed over the Delivery orders. The Managing Committee shall be entitled to demand, from time to time, whenever they think fit, from the buyer further deposits or full value of the goods and the buyer shall deposit such amount in the office of the Association within 24 hours but if there be a Bank Holiday during these 24 hours then on the next opening day after such demand is made.

380. Payment of 87½% against the goods delivered shall be made by the buyer and received by the seller at the place where the goods are delivered and the buyer shall pay to the seller in Alleppey the balance of 12½% payment immediately after the settlement of quality, refraction, weight and bagging, etc.

381. The amount deposited by the member with the Association shall be returned to him only after giving proof of payment of entire value of the goods taken delivery of, to the seller.

382. Members shall contribute laga to the Association on their sales and purchases at the rate of 4 nP per quintal or at such other rate as may be fixed by the Managing Committee from time to time with the concurrence of the Forward Markets Commission.

21. (a) For Form No. VIII, the following shall be substituted. (attached).

(b) After Form No. XXII, the following forms shall be added as Form Nos. XXIII, XXIV and XXV. (attached)

R. PADMANABHAN

Secretary

The Alleppey Oil Millers' & Merchants' Association
Alleppey

Alleppey,
26-11-1964.

FORM NO. VIII

THE ALLEPPEY OIL MILLERS' & MERCHANTS' ASSOCIATION, ALLEPPEY

Form For Hedge Contracts

(Between a Member and Member)

Contract No..... Alleppey,
From Dated
To
Messrs/Sri.....

Dear Sir/Sirs,

I/We have this day BOUGHT FROM/SOLD TO* you, subject to the Bye-laws of The Alleppey Oil Millers' & Merchants' Association, as in force from time to time,..... Quintals of Coconut oil/Pepper* for..... Delivery at Rs..... per Quintal.

TERMS

Description of Goods :—Coconut oil/Pepper*
Refraction, bagging, quality, allowance, payment, etc., according to the Bye-laws.

Brokerage :

Yours faithfully,
*Buyer's signature

Seller's signature

Broker.....

*Strike out whatever is not applicable.

FORM NO. XXIII

THE ALLEPPEY OIL MILLERS' & MERCHANTS' ASSOCIATION, ALLEPPEY

Application for Dealing in Pepper
(Vide Bye-law 347)

Date

To
The Secretary,
The Alleppey Oil Millers' & Merchants' Association,
Alleppey.

Dear Sir,

I/We having been admitted to the membership of The Alleppey Oil Millers' & Merchants' Association, Alleppey, and having become aware of the Memorandum, Articles and Bye-laws of the Association, hereby request that I/We may be permitted to do business in Pepper under the Bye-laws of the Association, at the Ring set-up for the purpose.

Pursuant to Bye-law 347 of the Bye-laws of the Association, I am remitting herewith Rs. 500 as deposit and undertake not to claim refund of the said deposit till such is repayable, under the above-said Bye-law.

Yours faithfully,

Member

FOR THE USE OF THE OFFICE ONLY

Deposit of Rs. 500
Received on.....
CASHIER

Admitted to the Pepper
Ring on and from.....

Date

Secretary

FORM NO. XXIV

THE ALLEPPEY OIL MILLERS' & MERCHANTS' ASSOCIATION, ALLEPPEY

Official Delivery Order Form For Hedge Contracts
(Vide Bye-law 357)

Date

To

Messrs.....

Dear Sirs,

With reference to your purchase of 25 quintals of PEPPER for.....contract, please take delivery of the same as provided for in Bye-law 359(a) of the Bye-laws of the Association, against payment of the value at Rs.(Rupees.....) per quintal being the Delivery order rate for such contract.

Delivery etc., shall be as provided under bye-law 350 of the Bye-laws of the Association.

In issuing the delivery order we hereby confirm that the contract in respect hereof is subject to the Rules, Regulations and Bye-laws of The Alleppey Oil Millers' & Merchants' Association. In the event of any dispute with regard to the contract we hereby agree to submit to arbitration as provided in the Bye-laws of the Association.

Yours faithfully,

Seller

We hereby accept this Delivery order and in so accepting, confirm that the contract in respect hereof is subject to the Rules, Regulations and Bye-laws of the Alleppey Oil Millers' and Merchants' Association. In the event of any dispute with regard to this contract we hereby agree to submit to arbitration as provided in the Bye-laws of the Association.

Yours faithfully,

Buyer

Delivery effected :

Signature of Seller :

Date.....

Delivery obtained :

Signature of the buyer.

Date.....

(Original to be surrendered by the buyer on completion of delivery)

(Duplicate to be surrendered by the seller on completion of delivery)

FORM NO. XXV

THE ALLEPPEY OIL MILLERS' & MERCHANTS' ASSOCIATION, ALLEPPEY

Clearing House Delivery Forms

(Bye-law 361)

FORM A.

1. The rate of the settlement.
2. The quality and quantity of the goods to be tendered.
3. The name of the member issuing the delivery order and his buyer.

FORM B.

1. The rate of settlement
2. The address of the godown where the goods are kept.
3. The quality and quantity of the goods to be tendered.
4. The name of the macadam.

NOTIFICATION BY THE OM OILS & OILSEEDS EXCHANGE LTD., DELHI

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. 1162 dated the 4th May 1960, has been obtained to the following amendments made to the Bye-laws of the Om Oils and Oilseeds Exchange Ltd., Delhi.

AMENDMENTS

(1) The following Bye-law be added after Bye-law 81 as Bye-law 81A :—

"81A (i) No trading member of the Exchange shall trade in hedge contracts either on his own account or on account of any other person (whether a trading member or a non-trading member or a non-member) with a person other than a trading member if such person is not registered with the Exchange in accordance with the procedure laid down by the Board with the prior concurrence of the Forward Markets Commission.

(ii) A person who is registered with the Exchange as in (i) above, may be liable to be fined and to cancellation of his registration for any breach of conditions of registration on his part. The outstanding business in excess of the limit prescribed under the Bye-laws may be closed out in accordance with the terms of closure fixed by the Board, if not reduced to the prescribed limit within seven days, or within such period as may be extended by the Board with the approval of the Forward Markets Commission by the person concerned from the date of the Board's orders."

(2) In Bye-law 115(a), the words "trading by members or upon the open position of members or controlled by members" shall be substituted by the following, viz :—

"trading by trading members or by registered non-trading members or registered non-members or upon the open position of trading members or controlled by trading members or upon the open position of registered non-trading member or registered non-members or controlled by registered non-trading members or registered non-members."

II. Meeting held on the 3rd October 1964 :-

In Bye-law 23A, the words, "immediately after" occurring after the word "itself", shall be substituted by the words, "on the same day on which".

III. Adopted by Circular Resolution, a copy of which was forwarded to the Commission *vide* letter No. Om/C-3/64-65/17.FMC dated 10th October 1964.

(1) In Bye-law 250, in sub-clause (b) of clause (ii), the words and figures '25 nP. per tin of 17.108 kg.' shall be substituted by the words and figures, "15 P per 10 kg."

(2) In Bye-law 257, the words and figure "Re. 0.25 nP. per tin", shall be substituted by the words and figures, "Re. 0.15 P per 10 kg." and the word and figure "Rs. 25" shall be substituted by the word and figure "Rs. 15".

(3) In Bye-law 260, the words and figure, "5 nP. per tin", shall be substituted by the words and figures "3 P per 10 kg."

(4) In Bye-law 261, the words and figure "10 nP. per tin" shall be substituted by the words and figures, "6 P per 10 kg."

(5) In Bye-law 262, the words and figures, "at the rate of Rs. 1.50 per tin" shall be substituted by the words and figures "at the rate of Re. 0.88 P per 10 kg."

(6) In Bye-law 263, the words and figure, "at the rate of 75 nP. per tin" shall be substituted by the words and figures "at the rate of 44 P per 10 kg."

(7) Bye-law 23B shall be substituted by the following new Bye-law, *viz* :

"23B. A licensed broker shall have the right to do only brokerage business and pass contracts for the business done by his principals one of whom shall be a trading member of the Exchange, and shall not be entitled to do business on his own account."

In pursuance of proviso to Sub-section 4 of Section 11 of the said Act, the approval of the Secretary, Forward Markets Commission has been obtained for dispensing with the condition of previous publication of the above amendment in the interest of the trade.

R. P. BANSAL,

Secretary

Om Oils & Oilseeds Exchange Ltd.

Dated : 14-10-1964.

Delhi

THE PUNJAB COMPANY LIMITED

Registered Office :

Munshi Ram Building, Kikar Bazar, BHATINDA

(Notification by the Punjab Company Ltd., Bhatinda)

The approval of the Secretary, Forward Markets Commission under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce and Industry S.O. 1162, dated the 4th May 1960, has been obtained to the following amendments made to the Bye-laws of the Punjab Company Limited, Bhatinda, the same having been previously placed on the Notice Board of the Company pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

I. In Bye-law 1—(a) In line 2 of definition (26), for the words 'rapeseed and mustardseed and Cottonseed' the words 'rapeseed and mustardseed, cottonseed and Kapas' shall be substituted.

(b) In line 2 of definition (31), for the words 'in respect of Cottonseed Hedge Contract' the words 'each for Cottonseed and Kapas Hedge Contracts' shall be substituted.

II. In Bye-law 4—In lines 5 and 6, after the words 'Oilseeds or its products or by products' add the words 'and/or Kapas'.

III. Bye-law 9 shall be substituted by the following bye-law, *viz* :—

"9. Each broker shall alongwith his application pay to the Company an admission fee of Rs. 11/- and a cash security of Rs. 500/- if he desires to do brokerage business in all the three commodities in which the Company conducts forward business or a cash security of Rs. 400/- if he desires to do brokerage business in only two

commodities or a cash security of Rs. 250/- if he desires to do brokerage business in only one of the commodities."

IV. After Bye-law 9, the following new bye-law 9A shall be added, namely :—

"9A. Every broker shall be entitled to do brokerage business in more than one commodity, if not already entitled for the same, by paying an additional security deposit of Rs. 250/- if he desires to do brokerage business in three commodities and Rs. 150/- if he desires to do brokerage business in any two of the commodities. If any broker admitted to do brokerage business in more than one commodity desires to do brokerage business in only two/one of such commodities he shall be entitled to a refund of security deposit of Rs. 250/- 150/- as the case may be."

V. In Bye-law 60—In line 3, after the word 'and' delete the words 'mustardseed and cottonseed' and substitute in its place the words 'mustardseed, cottonseed and Kapas'.

VI. In Bye-law 85—In line 2, for the words 'rapeseed and mustardseed and Cottonseed' the words 'rapeseed and mustardseed, cotton seed and Kapas' shall be substituted.

VII. In Bye-law 98—In line 1, for the words 'Relli Hedge Contract and Cottonseed Hedge Contract' the words 'Relli, Cottonseed and Kapas Hedge Contracts' shall be substituted.

VIII. In Bye-law 101—In line 2, for the words, 'Relli Hedge Contract and Cottonseed Hedge Contract' the words 'Relli Hedge Contract, Cottonseed Hedge Contract and Kapas Hedge Contract' shall be substituted and in line 4, the words 'and Kapas 320F and Kapas Desi' shall be added after the words 'Cottonseed 320F and Desi'.

IX. Clause (a) of Bye-law 112 shall be substituted by the following *viz* :—

"112(a) Whenever there is a fluctuation in the hedge contract price of Re. 0.25 paise per 40 Kg. in the case of rapeseed/mustardseed and Re. 0.25 Paise per 50 Kg. in the case of Cottonseed and/or Kapas hedge contracts from the rate at which cover money under this bye-law was collected last, every Trading Member shall immediately pay into the Margin Settlement Account of the Company with the Bank or Banks approved by the Board for this purpose through the Clearing Section of the Company either by cheque or cash cover money at the rate of Rs. 25/- per unit on his outstanding open position of hedge contracts in any delivery, if the fluctuation is unfavourable to the Trading Member.

Provided that when trading in a new delivery in a hedge contract commences, the cover money as explained above shall be on the first occasion be collected when the price of the said delivery touches the next immediate level which is a multiple of 25 paise with reference to the rate at which the delivery opened. The rate at which the cover money is to be paid in this case shall be calculated on the basis of the difference between the contract rate and the clearing rate as fixed above.

Provided further in the case of contracts entered into after the cover money has been collected at a clearing rate, the concerned Trading Member shall pay into the Margin Settlement Account of the Company through the Clearing Section the difference between the contract rate and the previous clearing rate at the time of submission of his daily report to the Company. Conversely the Company shall refund the cover money at the like rate, if the fluctuation in the hedge contract rate turns in favour of the Trading Member."

X. In Bye-law 122(b)—In line 2, the words 'and Kapas Hedge Contract' shall be added after the words 'Cottonseed Hedge Contract'.

XI. In Bye-law 128—In line 2, after the words 'was last collected' and before the words 'in respect of the' insert the words 'before the delivery talhi date'.

XII. In Bye-law 138—In line 16, the words 'and Kapas Hedge Contract' shall be added after the words 'Cottonseed Hedge Contract'.

XIII. In bye-law 150—In line 2, the words 'and Kapas Hedge Contract' shall be added after the words 'Cottonseed Hedge Contract'.

XIV. In Bye-law 239(d)—In line 4, for the words 'rapeseed and mustardseed or Cottonseed' the word 'rape-seed and mustardseed or cottonseed or Kapas' shall be substituted.

239(h). In line 6, for the words 'and/or cottonseed' the words 'or cottonseed or Kapas' shall be substituted.

XV. In Bye-law 258(b)—In line 4, the words 'and Kapas Hedge Contract' shall be added after the words 'Cottonseed Hedge Contract'.

258(h). In line 7, the words 'and Kapas Hedge Contract' shall be added after the words 'Cottonseed Hedge Contract'.

XVI. The following separate Schedules of out-station delivery centres for 'Kapas 320F Hedge Contract' and 'Kapas Desi Hedge Contract' shall be inserted at page 68 below the existing Schedule for Cottonseed Hedge Contract.

SCHEDULE OF OUTSTATION DELIVERY CENTRES FOR KAPAS 320F HEDGE CONTRACT

Group A : Gidderbaha, Malout, Abohar, Mukatsar, Fazilka, Khanna, Sirsa, Goniana, Jaitu, Kotkapura, Bhuchchu, Dabwali, Raman, Kalanwali, Jagraon, Moga, Nabha, Malerkotla, Ahmedgarh, Tohana, Patiala and Sriganganagar.

Group B : Rampura Phul, Dhuri, Patti, Tarantarn, Amritsar, Nakodar, Maur, Mansa and Budhlada.

SCHEDULE OF OUTSTATION DELIVERY CENTRES FOR KAPAS DESI HEDGE CONTRACT

Group A : Gidderbaha, Malout, Abohar, Mukatsar, Fazilka, Sirsa, Goniana, Jaitu, Kotkapura, Bhuchchu, Dabwali, Raman, Kalanwali, Maur, Tohana, Nabha, Khanna, Jagraon, Moga, Malerkotla, Ahmedgarh and Sriganganagar.

Group B : Rampura Phul, Tapa, Barnala, Dhuri, Patti, Tarantarn, Amritsar, Mansa, Budhlada, Narwana, Kaithal, Hansi, Sunam and Sangrur.

XVII. After Bye-law 281, the following shall be added as a separate Chapter to the Bye-laws of the Company :—

ADDITIONAL BYE-LAWS FOR KAPAS HEDGE CONTRACT

282. Bye-laws beginning with No. 282 to 305 (both inclusive) are additional Bye-laws for Hedge Contract in Kapas. The Bye-laws of the Company as are in force at present or as may hereafter be enforced from time to time shall also be applicable to all the matters connected with the Hedge Contract in Kapas in so far as those matters are not specifically dealt with in the Additional Bye-laws and are not repugnant to the Additional Bye-laws.

283. For the purpose of futures trading in Kapas, there shall be two contracts called :

(i) *Kapas 320F Hedge Contract*.

(ii) *Kapas Desi Hedge Contract*.

284. (a) In respect of the *Kapas 320F Hedge Contract* there shall be two deliveries in a year, viz. December and March.

(b) In respect of *Kapas Desi Hedge Contract*, there shall be two deliveries in a year, viz. November and February.

285. (a) Trading in the *Kapas Hedge Contract* for different deliveries shall ordinarily commence in the months shown hereunder :—

Kapas 320F Hedge Contract :

(i) In the month of July for December delivery.

(ii) In the month of November for March delivery.

Kapas Desi Hedge Contract :

(i) In the month of June for November delivery.

(ii) In the month of October for February delivery.

(h) The Board shall fix on each occasion with the prior approval of the Forward Markets Commission the date from which the hedge trading in *Kapas 320F* and *Kapas Desi* shall commence for each delivery of the *Kapas Hedge Contract*. In case the Board decides to commence Hedge trading in any delivery in a month other than what is provided here above, the Board shall do so only with the prior approval of the Forward Markets Commission.

286. The basis of the *Kapas Hedge Contracts* shall be as follows :—

(a) *Kapas 320F Hedge Contract* : *Kapas 320F* of Second picking of the crop of the year applicable to the relevant delivery grown in the State of Punjab and the Shriganganagar district (Rajasthan) containing a minimum lint of 17 kg. for 50 kg. of *Kapas* and not containing any fraudulent mixture of any kind of *Kapas* or of discoloured, heated or wet goods.

(b) *Kapas Desi Hedge Contract* : *Kapas Desi* of the second picking of the crop of the year applicable to the relevant delivery grown in the State of Punjab and the Shriganganagar district (Rajasthan) and containing a minimum lint of 18 kg. for 50 kg. of *Kapas* and not containing any fraudulent mixture of any kind of *Kapas* or any discoloured, heated or wet goods.

287. The Board may, with the previous approval of the Forward Markets Commission provided for any varieties or grades other than the basis provided in bye-law 286 to be tendered against the *Kapas Hedge Contracts* with or without allowances from time to time and make alterations therein.

288. (a) The unit of trading in respect of the *Kapas Hedge Contracts* shall be 5000 kg.

(b) The unit of price quotation in respect of *Kapas Hedge Contracts* shall be 50 kg.

289. (i) The *Kapas 320F Hedge Contract* and *Kapas Desi Hedge Contract* shall be for delivery at Bhatinda. But the seller shall have the option of delivering goods at outstation centres mentioned in the Schedules for *Kapas 320F Hedge Contract* and *Kapas Desi Hedge Contract* appended to these bye-laws, in accordance with the provisions of these bye-laws, and if he chooses to deliver at out-station centres he shall do so by specifying the same in the delivery order submitted by him under the bye-laws of the Company.

(ii) The Board may with the concurrence of the Forward Markets Commission modify the Schedules of out-station delivery centres prescribed under clause (i) above from time to time, in respect of any delivery of the *Kapas 320F Hedge Contract* or *Kapas Desi Hedge Contract* before the commencement of trading in the same.

290. The due date for each of the deliveries shall be the last date of the month of delivery.

If the due date happens to fall on a holiday, then the immediately preceding working day shall be taken as the due date.

291. On or about the due date of each of the deliveries of the two Hedge Contracts the due date rate shall be fixed on the basis of spot rate of 2 working days immediately preceding due date for the basis variety of the hedge contract at Bhatinda taking also into account the spot prices of Basis variety of *Kapas* prevailing at the following out-station delivery centres.

(a) *KAPAS 320F HEDGE CONTRACT* : Goniana, Jaitu, Kotkapura, Gidderbaha, Malout, Patti, Raman, Dabwali, Bhuchchu, Tarantarn and Nabha.

(b) *KAPAS DESI HEDGE CONTRACT* : Goniana, Jaitu, Kotkapura, Gidderbaha, Malout, Rampuraphul, Dabwali, Raman, Dhuri, Mansa and Barnala.

The due date rate so fixed shall be subject to the conditions, if any, applicable to the contract under bye-law 103 A and/or Bye-law 232.

"Provided that in the case of the spot price prevailing at the following outstation delivery centres (listed under the respective hedge contract), a sum of Re. 1/- per 50 Kg. shall be added to the spot price prevailing at each of

such centres before the Board considers the same for the purpose of fixing the due rate :—

Kapas 320F Hedge Contract :

- (i) Taran Taran.

Kapas Desi Hedge Contract :

- (i) Rampuraphul,
(ii) Barnala,
(iii) Dhuri and
(iv) Mansa.

292(1). Refraction in the goods tendered against Kapas 320F Hedge Contract shall be as under :—

- (a) L.S.S. To the extent of field mixture shall be accepted without any allowance.
- (b) Desi Kapas : Upto 3% by weight shall be accepted without any allowance. Over 3% but upto 8% shall be accepted with an 'off' allowance at the rate of 50 paise per hundred rupees of the value of the goods per each percentage of increase in excess of 3%. More than 8% shall not be accepted.
- (c) Kapas 216F, H14 and L.L.54 : Upto 5% shall be accepted without any allowance. Over 5% but upto 10% shall be accepted with an 'off' allowance at the rate of 30 paise per hundred rupees of the value of the goods per each percentage of increase in excess of 5%. More than 10% shall not be accepted.
- (d) Kacha, Kana and Yellow : Upto 5% shall be accepted without any allowance. Over 5% but upto 8% shall be accepted with an 'off' allowance at the rate of 30 paise per hundred rupees of the value of the goods per each percentage of increase in excess of 5%. More than 8% shall not be accepted.
- (e) Kapas 3rd picking shall be accepted upto 2% without any allowance in Kapas 320F March Contract only. Over 2% shall not be accepted.
- (f) Lint : Kapas containing a lint of 17 Kg. per 50 kg. shall be accepted without any allowance. Kapas containing a lint less than 17 kg. per 50 kg. shall be accepted at an 'off' allowance at the rate of Rs. 4/- per hundred rupees of the value of the goods per one kilogram decrease. Kapas containing a lint less than 16 kg. shall not be accepted. Lint shall be taken out by Hand Machine in the Office of the Company.

2. Refraction in the goods tendered against Kapas Desi Hedge Contract shall be as under :—

- (a) Kacha, Kana and Yellow : Upto 7% shall be accepted without any allowance. Over 7% upto 10% shall be accepted with an 'off' allowance at the rate of 30 paise per hundred rupees of the value of the goods per each percentage of increase in excess of 7%. More than 10% shall not be accepted.
- (b) Kapas 3rd picking shall be accepted upto 2% without any allowance in Kapas Desi February Contract only. Over 2% shall not be accepted.
- (c) Lint : Kapas containing a lint of 18 kg. per 50 kg. shall be accepted without any allowance. Kapas containing a lint less than 18 kg. per 50 kg. shall be accepted at an 'off' allowance at the rate of Rs. 3 per hundred rupees of the value of the goods per one kilogram decrease. Kapas containing a lint less than 17 kg. shall not be accepted. Lint shall be taken out by Hand Machine in the Office of the Company.

293. The buyer shall start taking delivery of the goods within 2 days of the receipt of the delivery orders or in case of demand notice immediately after the receipt of the particulars of the goods from the seller.

294. The buyer shall take delivery of the goods from the place at which the sellers goods are lying at a place within the Municipal Limits of Bhatinda or of any out station delivery centre. If any cotton Factory is located out side the Municipal Limits of the place where the goods are to be tendered the seller shall be responsible for the payment of Octroi charges for the goods delivered in such Factory.

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295. The buyer shall pay to the seller 'dami' at the rate of 13% of the value of the goods delivered against the Kapas Hedge Contract or such other rate as the Board may fix from time to time before the commencement of the Contract with the prior approval of the Forward Markets Commission.

296. The seller can tender the goods from a single heap or Godown with not less than 5000 kg. and the goods shall be weighed by beam scale. The buyer shall be responsible for getting the Kapas stored at the site which shall be provided by the seller. If the goods are approved by the surveyors of the Company the expenses of storing shall be borne by the buyer, otherwise the same shall be borne by the seller. After the weighment of goods the buyer shall be responsible to look after the goods till such time he removes the goods from the sellers' Godown.

297. Samples shall be drawn by the buyer from any four pallies in respect of one unit for the purpose of ascertaining refraction, quality, etc. Samples shall be drawn at the rate of about 2 kg. per unit.

298. The seller shall pay to the buyer on account of rejected and unreplaced goods the difference between the rate of the delivery order and the due date rate and shall also pay the expenses, if any, incurred by the buyer in this regard. The seller shall also pay interest at the rate of 9% p.a. on the 4th amount deposited by the buyer for taking delivery of the goods till such time the decision in respect of rejection of goods is declared by the surveyors. The seller, however, shall not be entitled to receive from the buyer the difference between the rate of the delivery order and the due date rate if the same is in his (seller's) favour.

299. The buyer shall pay to the seller 4th price of the goods within 24 hours after the weighment of goods or in case of survey after the final award is given by the surveyors as the case may be. The insurance expenses shall be borne by the buyer after the payment of goods is made by him to the seller.

300. The buyer shall remove the goods from the place of delivery within 48 hours after the weighment of the goods or in case of survey after the final award is given by the surveyors. If after the expiry of 48 hours the buyer does not remove the goods from the seller's godown he shall have to pay Rs. 2/- per unit per day as rent charges to the seller.

301. The goods may be weighed either in an entirely open space or under a shed or in a varandah having a roof over it or in a Kotha or barrack as the case may be.

302. If during the time of weighment of goods, the buyer checks the weighment of the pallies and the same was found short then the seller shall have to give rebate in all the previous weighed pallies only upto one unit at the rate of detected shortage.

303. (1) The outstation delivery centres mentioned in the schedule for "Kapas 320F Hedge Contract" shall be divided into 2 groups viz. 'A' and 'B'. The goods tendered at any station in 'A' group will be passed at par and goods tendered at any station in 'B' group will be passed with an 'off' allowance at the rate of Re. 1/- per 50 kg. Bhatinda shall be included in 'A' group.

(2) The outstation delivery centres mentioned in the Schedule for 'Kapas Desi Hedge Contract' have been divided into 2 groups, viz. ; 'A' and 'B'. The goods tendered at any station in 'A' group Mandies will be passed at par and at any station in 'B' group mandies will be passed with an 'off' allowance at the rate of Re. 1/- per 50 kg. Bhatinda is included in 'A' group Mandies in respect of quality allowance in case the goods are tendered at Bhatinda.

304. (1) In case the buyer in a Hedge Contract is not a registered or licensed dealer under the Punjab General Sales Tax Act, or being a licensed dealer does not furnish the seller with a certificate in form ST XXII or in any other form that may be prescribed from time to time under the said Act, the buyer shall pay to the seller on taking delivery of kapas the amount of tax payable by the seller to the Government of Punjab under the said Act.

(2) In case the delivery is given at Sriganagar and the buyer in a hedge contract or his authorised agent who takes delivery on his behalf is not a registered dealer under the Rajasthan Sales Tax Act, or being a licensed

dealer does not furnish the seller with a certificate in the prescribed form under the said Act, the buyer shall pay to the seller on taking delivery of kapas the amount of tax payable by the seller to the Government of Rajasthan under the said Act.

305. No forward contract in Kapas shall be entered into at a price above the corresponding maximum or below the corresponding minimum fixed for the respective description of lint cotton under the Cotton control order. The Board shall, prior to the commencement of trading in the first delivery of each season fix, with the prior approval of the Commission, the maximum and minimum prices for the kapas of the basis and tenderable (if any) varieties corresponding to the maximum/minimum prices for the respective descriptions of lint cotton under the Cotton Control Order. Should there be any changes in such maximum/minimum prices for lint cotton after the commencement of trading in a delivery, the Board shall decide on each such occasion, with the concurrence of the Commission, whether such changes shall apply to the current delivery/deliveries, or whether they shall apply only to new deliveries.

MANGAT RAI GUPTA

*Accountant
for Secretary*

The Punjab Company Limited, Bhatinda

Bhatinda,

Dated the 16th November 1964.

THE PUNJAB COMPANY LIMITED

REGISTERED OFFICE

Munshi Ram Building, Kikar Bazar, BHATINDA

(NOTIFICATION BY THE PUNJAB COMPANY LTD., BHATINDA)

The approval of the Secretary, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce and Industry S.O. 1162 dated the 4th May 1960, has been obtained to the following amendment made to the Bye-laws of the Punjab Company Limited, Bhatinda, the same having been previously placed on the Notice Board of the Company pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENT

In Bye-law 3—In line 2 for the word and figure 'Rs. 300/-' the word and figure 'Rs. 200/-' shall be substituted.

ROSHAN LAL GUPTA

*Secretary
The Punjab Company Limited
Bhatinda*

Bhatinda,

Dated the 26th November 1964.

THE PUNJAB COMPANY LIMITED

REGISTERED OFFICE

Munshi Ram Building, Kikar Bazar, BHATINDA

(NOTIFICATION BY THE PUNJAB COMPANY LTD., BHATINDA)

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce and Industry, S.O. 1162, dated the 4th May 1960, has been obtained to the following amendments made to the Bye-laws of the Punjab Company Limited, Bhatinda, the same having been previously placed on the Notice Board of the Company pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

1. After Bye-law 90A the following Bye-laws shall be added as Bye-law 90B :—

"90B(i). No trading member of the Company shall trade in hedge contracts either on his own account or on account of any other person (whether a trading member or a non-trading member or a non-member) with a person other than a trading member if such person is not registered with the Company in accordance with the procedure laid down by the Board with the prior concurrence of the Forward Markets Commission.

(ii) A person who is registered with the Company as in (i) above, may be liable to be fined and to cancellation of his registration for any breach of conditions of registration on his part. The outstanding business in excess of the limit prescribed under the bye-laws may be closed out in accordance with the terms of closure fixed by the Board, if not reduced to the prescribed limit within seven days, or within such period as may be extended by the Board with the approval of the Forward Markets Commission by the person concerned from the date of the Board's orders."

2. In Bye-law 117(a) The words "trading by members or upon the open position of members or controlled by members" shall be substituted by the following viz. :—

"trading by trading members or by registered non-trading members or registered non-members or upon the open position of trading members or upon the open position of registered non-trading members or registered non-members or controlled by registered non-trading members or registered non-members."

MANGAT RAI GUPTA

*Accountant
for Secretary*

The Punjab Company Limited, Bhatinda

Bhatinda,

Dated the 16th November 1964.

LOST

The Government Promissory Note No. (1) BY 001372 (2) BY 072128 of the 3½% Bombay State Development loan 1962 and 3% First Development loan 1970-75, for Rs. 500 each respectively originally standing in the name of Vishnu Bhikaji Waikar (Deceased). The Proprietors, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Notes and interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicates for the payment of the discharge value in favour of the Proprietors. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the advertiser :—Shri C. V. Waikar

Residence :—Govt. Quarters, 3rd floor, Opp. Agripada Police Station, Bombay No. 11.

STOLEN

The Government Promissory Note No. BY 245990 of the 3 per cent Conversion Loan of 1946 for Rs. 5,000 originally standing in the name of The Central Bank Executor & Trustee Co. Ltd. and last endorsed to Gita Ganguli the proprietress by whom it was never endorsed to any other person, having been stolen, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicate for payment of the discharge value in favour of the Central Bank Executor and Trustee Co. Ltd. The Public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser : The Central Bank of India Limited, Bhowanipore Branch.

Residence : 86, Shyama Prosad Mukherjee Road, Calcutta-26.

CHANGE OF NAMES

I, hitherto known as C. M. CHATURVEDI son of Shri ADYAPRASAD, employed as E. S. Phones, Saugor in Posts & Telegraphs Department, residing at Telephone Exchange, Saugor (M.P.), have changed my name and shall hereafter be known as C. M. PANDE.

I hereby certify that I have already complied with the legal formalities required in this connection.

C. M. CHATURVEDI
(Sd. in existing name)

I, hitherto known as A. AHAD son of Shri M. A. HADI, employed as Pass. Driver, Loco Shed, Khurda Road, residing at Qr. No. F-2/B, have changed my name and shall hereafter be known as M. A. AHAD.

It is certified that all the legal documents required in this connection bear the name "M. A. AHAD", except certain Rly. documents for which this action is being taken.

A. AHAD
(Sd. in existing name)

I, hitherto known as SHAMARAO NANA SONAR son of Shri NANA DHOLU SONAR, employed as Record Clerk in CDA (O), Poona-1, residing at 115, Somwarpeth, Poona-11, have changed my name and shall hereafter be known as SHAMARAO NANA POTADAR.

I hereby certify that I have already complied with the legal formalities required in this connection.

S. N. SONAR
(Sd. in existing name)

I, hitherto known as SUNIL SANKAR BRAHMACHARI son of Shri SAILOJA SANKAR BRAHMACHARI, employed as Clerk in Postmaster General's Office, Nagpur, have changed my name and shall hereafter be known as SUNIL KUMAR ROY.

It is certified that I have complied with other legal requirements in this connection.

SUNIL SANKAR BRAHMACHARI
(Sd. in existing name)

I, hitherto known as TRIMBAK DOKRIMARE son of Shri DOMAJI DOKRIMARE, employed as U.D. Clerk in Postmaster General C.C. Nagpur, have changed my name and shall hereafter be known as TRIMBAK DOMAJI BHUGAONKAR.

It is certified that I have complied with other legal requirements in this connection.

T. D. DOKRIMARE
(Sd. in existing name)

I, hitherto known as GURDIP SINGH CHHUHARA son of Sardar BANTA SINGH, employed as Officer in 2, Kumaon (Berar), have changed my name and shall hereafter be known as GURDIP SINGH AUJLA (IC 14097).

It is certified that I have complied with other legal requirements in this connection.

GURDIP SINGH CHHUHARA (IC 14097)
Captain
(Sd. in existing name)

I, hitherto known as SATISH CHAND SHARMA son of Shri GANGA PRASAD SHASTRI, employed as Assistant in Oriental Fire & Genl. Ins. Co. Ltd., residing at 5837, Jogiwarra, Delhi, have changed my name and shall hereafter be known as SATISH CHANDRA SHARMA.

It is certified that I have complied with other legal requirements in this connection.

SATISH CHAND SHARMA
(Sd. in existing name)

I, hitherto known as MITHA LAL GILL son of Shri PRITAM SINGH GILL, employed as Lower Division Clerk in GE (MES) Simla Hills, Kasauli, residing at C/o GE (MES) S/Hills, Kasauli, have changed my name and shall hereafter be known as HARJIT KAMAL GILL.

It is certified that I have complied with other legal requirements in this connection.

MITHA LAL GILL
(Sd. in existing name)

I, hitherto known as R. RAMUDU son of Shri RANGADU, employed as Sanitary Maistry in Southern Railway, residing at Raichur, have changed my name and shall hereafter be known as R. RAMAIAH.

It is certified that I have complied with other legal requirements in this connection.

R. RAMUDU
(Sd. in existing name)

I, hitherto known as BUDH RAM son of Shri PARBHATI RAM, employed as I.P.S. Probationer in National Academy of Administration, Mussoorie, residing at National Academy of Administration, Mussoorie, have changed my name and shall hereafter be known as BUDH RAM PRABHAKAR.

I hereby certify that I have already complied with the legal formalities required in this connection.

BUDH RAM
(Sd. in existing name)

I, hitherto known as G. KRISHNA son of V. S. GANGADHARA MUDALIAR, employed as Sign Writer in Barrack Stores (Furniture) Yard (MES) under Garrison Engineer's Office, Bangalore-1, residing at No. 21, Sivan Chetty Garden, Bangalore-1, have changed my name and shall hereafter be known as V. G. KRISHNA MURTHY.

It is certified that I have complied with other legal requirements in this connection.

G. KRISHNA
(Sd. in existing name)

I, hitherto known as AJIT SINGH GUPTA son of S. BHAGAT SINGH, employed as Commissioned Officer in The Sikh Regimental Centre, residing at Meerut Cantt., have changed my name and shall hereafter be known as AJIT SINGH.

It is certified that I have complied with other legal requirements in this connection.

AJIT SINGH GUPTA
2/Lieut.
(Sd. in existing name)

I, hitherto known as JITENDRA LAL BARORI son of Late UMACHARAN BARORI, employed as U.D. Clerk in National Test House, Calcutta-27, residing at 32F, Mahesh Dutta Lane, Calcutta-27, have changed my name and shall hereafter be known as JITENDRA LAL BANERJEE.

It is certified that I have complied with other legal requirements in this connection.

JITENDRA LAL BARORI
(Sd. in existing name)

I, hitherto known as BIDHU RAM son of Shri LAKHU RAM, employed as Stenographer in the Central Warehousing Corporation, 11, Parliament Street, New Delhi-1, have changed my name and shall hereafter be known as BIDHU RAM RANGRA.

It is certified that I have complied with other legal requirements in this connection.

BIDHU RAM
(Sd. in existing name)

I, hitherto known as Kum. NIRMALA TULJARAM JAGTIANI daughter of Shri TULJARAM KOTUMAL JAGTIANI, employed as U.D.C. in Regional Provident Fund Commissioner, residing at 501, Niagara, Near Colaba Post Office, Colaba, Bombay-5, have changed my name and shall hereafter be known as Smt. NIRMALA SHANKAR ADVANI.

It is certified that I have complied with other legal requirements in this connection.

N. T. JAGTIANI
(Sd. in existing name)

I, hitherto known as EDMOND HAROLD son of Shri M. K. SINGH, employed as Senior Traffic Asstt. in Air India, New Delhi, have changed my name and shall hereafter be known as EDMOND HAROLD SINGH.

It is certified that I have complied with other legal requirements in this connection.

EDMOND HAROLD
(Sd. in existing name)

WALISTEX LTD.

(In Vol. Liquidation)

FORM No. 155

(Sec Rule 329)

MEMBERS VOLUNTARY WINDING-UP

Name of Company : M/s. WALISTEX LIMITED (In Vol. Liquidation)

Notice Convening Final Meeting

Notice is hereby given in pursuance of Section 497 that a general meeting of the members of the above named company will be held at 58, Sunder Nagar, New Delhi, on Friday the 12th day of March 1965 at 10.00 A.M. for the purpose of having an account laid before them, showing the manner in which the winding up has been conducted and the property of the company disposed of and of hearing any explanations that may be given by the liquidator and also of determining by a special resolution and of the company, the manner in which the

books, accounts and documents of the company and of the liquidator shall be disposed of.

Sd. ILLEGIBLE
for Walistex Ltd.

Dated this 1st day of February 1965

Liquidator

MEMBERS' VOLUNTARY WINDING-UP

Name of Company : Bandhu Enterprisers Pr. Ltd., Chharaha, Etawah

Notice Convening Final Meeting

Notice is hereby given in pursuance of Section 497 that a General Meeting of the members of the above named company will be held at Registered Office on the 27th day of March 1965 at 12.00 O'Clock in the noon for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the liquidator.

N. K. JAIN

Dated this 15th day of February 1965.

Liquidator

PUBLIC NOTICE

Notice is hereby given that the old partnership firm of Auto Importers of Kashmere Gate, Delhi, has been re-constituted by reason of retirement of Shri Santosh Kumar Baisiwala with effect from the close of business on 31st August 1964, and a new partnership firm under the same name and style of Auto Importers has been constituted, consisting of Smt. Chandravati Devi, Smt. Radha Rani Aggarwal, Ram Krishna Aggarwal and Damodardas Jain, with effect from the 1st September 1964, and has been operating at Kashmere Gate, Delhi, since then and the said Shri Santosh Kumar Baisiwala has no concern with or interest in the present firm and has not and never had any authority to represent the same since 1st September 1964.

CHANDRAVATI DEVI
RADHA RANI AGRAWAL
SANTOSH KUMAR BAISIWALA
RAM KRISHAN AGRAWAL
DAMODAR DASS JAIN.